IN THE COURT OF COMMON PLEAS OF CARBON COUNTY, PENNSYLVANIA
CIVIL DIVISION

GOLDMAN SACHS BANK, USA,	:	
Plaintiff/Appellee	:	
	:	
vs.	:	**No. 23-0019**
	:	
CATHERINE CHASE,	:	
Defendant/Appellant	:	
	:	

Kirsten Armstrong, Esquire — Counsel for Plaintiff/Appellee

Robert Yurchak, Esquire — Counsel for Defendant/Appellant

MEMORANDUM OPINION

Matika, J. - June 11, 2025

This Opinion is provided by the Court in support of its Non-Jury Verdict in favor of the Plaintiff/Appellee, Goldman Sachs Bank, USA (hereinafter "Goldman Sachs") and against the Defendant/Appellant, Catherine Chase (hereinafter "Chase") in the amount of $24,163.28. For the reasons stated herein, this Court asks the Appellate Court to affirm our decision.

FACTUAL AND PROCEDURAL BACKGROUND

On January 4, 2023, Goldman Sachs filed a Complaint against Chase sounding in breach of contract for failing to pay on an installment agreement. Chase filed an Answer and New Matter on February 24, 2023, denying the allegations and claiming that Plaintiff's action violated a number of statutes, acts and laws of the Commonwealth. Goldman Sachs proffered a general denial to each

averment in Chase's New Matter.

A Non-Jury Trial occurred on January 10, 2025, at which time prior to taking any testimony, Chase made a Motion to Dismiss the case due to lack of jurisdiction.[1] This Court heard argument on this motion from both counsel but instead of addressing it at that point, the issue was placed under advisement[2] and Plaintiff was allowed to proceed with its case in chief.

At the Non-Jury Trial, Goldman Sachs presented one witness, Julie Welsh (hereinafter "Welsh"), the Custodial of Records. Welsh testified that Goldman Sachs issued a personal loan account[3] in Chase's name on May 17, 2018, said account ending in #5496. Welsh also stated that during the course of the existence of the loan, regular monthly payments in the amount of $904.02 were paid and applied against the principal and interest beginning on July 11, 2018, and continuing until April 17, 2019. Due to non-payment after that April 17, 2019 date, the account was charged off on August 14, 2019.[4] This litigation commenced for breach of contract

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[1] Chase was arguing for the first time that this case should have been brought in the State of Utah, not Pennsylvania based upon the terms of the installment agreement.

[2] We advised counsel that while the Court took this issue under advisement, it would decide that issue before it addressed the merits of the case. Needless to say, by virtue of rendering a verdict the Court ruled against Chase on her motion.

[3] See Plaintiff's Exhibit #1 identified as the "Installment Loan Agreement" between the parties evidencing the distribution of $30,000.00 and the terms and conditions related thereto.

[4] See Plaintiff's Exhibit #2 for payment history.

against Chase as a result.

Chase then testified that at no time did she ever open this account and blamed her late husband Arthur Chase for doing so without her knowledge. She presented three (3) exhibits, two of which were letters from prior counsel to evidence a timeline for her disputing of her obligation to pay these monies to Goldman Sachs. The third document was a letter from Goldman Sachs to Chase advising her that they thoroughly investigated her claims as outlined in the two other letters dated May 14, 2019, and May 29, 2019, and concluded that Chase was still responsible for this debt.

After the record closed, this Court gave both sides the opportunity to not only address the merits of the action, but to brief the issues pertaining to subject matter jurisdiction and/or the applicability of Utah law to this case.[5]

Chase further argues that the Court should dismiss this matter because that same Installment Laon Agreement contains an arbitration provision, paragraph 18(d) that was not exercised.[6]

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[5] Prior to taking testimony, Chase argues for the first time in this two (2) year litigation that Carbon County, Pennsylvania does not have subject matter jurisdiction to hear this case. In support for this proposition, she points to paragraph 12a of the Installment Loan Agreement, Plaintiffs Exhibit #1 which reads as follows: "Except as provided in §12(b) below, this agreement shall be governed by and construed in accordance with federal law and any applicable law of the State of Utah without regard to rules concerning conflicts of law or choice of law."

[6] This paragraph reads as follows:

> "You or we **may** elect to resolve any Claim by individual binging arbitration. This election may be made by the party asserting the Claim or the party defending the Claim. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least ten years of experience; however, if we both

Thereafter on March 11, 2025, after a comprehensive review of the law related to the legal issues raised by Chase and in consideration of the evidence presented at the Non-Jury Trial, this Court entered a Verdict in favor of Goldman Sachs and against Chase in the amount of $24,163.28.[7] As part of that verdict this Court directed the Carbon County Prothonotary, upon praecipe if no Post-Trial Motions are filed within ten (10) days of notice of the filing of the verdict, to enter judgment.[8]

On April 10, 2025, Chase filed an Appeal. It was not until this Court received notice from the Appellate Court on April 28, 2025, that it was aware that an appeal was filed.[9] Nonetheless, on April 29, 2025, this Court issued an Order pursuant to Pa.R.A.P. 1925(b) directing Chase to file a Concise Statement of Errors Complained of on Appeal. On May 19, 2025[10], Chase filed that Concise Statement. In paraphrasing her Concise Statement, Chase claims

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agree, we may select another person with different qualifications." (emphasis ours).

[7] This amount is derived from the testimony which includes the $23,204.28 principal and additional interested owed of $959.00.

[8] To date no such praecipe has been filed; thus, no judgment has been entered on the Verdict despite Appellant's Counsel's claim in the Notice of Appeal that it has been.

[9] As of April 28, 2025, the Court was never served with a copy of the Notice of Appeal nor was a request for transcript filed.

[10] Despite the requirement set forth in Pa.R.A.P. 1925(b)(1) regarding service of the concise statement by Appellant on the court, the Court only makes itself aware that one was filed on May 19, 2025, when on June 2, 2025, while it was perusing the dockets to see if one had been filed, it noticed its filing as well as the attached certificate of service which does not evidence Chase's service of the statement on the Court.

that the Court erred in the following ways: 1) by failing to find Defendant's testimony credible as to her claim that her late husband was the person responsible for applying for the loan, receiving the monies therefrom, making payments on said loan and defaulting thereon; 2) by exercising jurisdiction over this matter where the purported agreement (which Chase contests should not apply to her because she did not apply for the loan), containing a "governing law" provision that required the agreement to be "governed by and construed in accordance with federal law and any applicable laws of the State of Utah without regard to rules concerning conflict of law or choice of law; and 3) by not finding that the Plaintiff violated its own agreement in failing to comply with a mandatory condition precedent to pursuing its claim, i.e. by failing to notify Defendant of the availability of arbitration.

For the reasons stated herein, the Appeal should be denied.

LEGAL DISCUSSION

I. CREDIBILITY DETERMINATION

Chase first argues that the Court erred in finding her responsible for this debt despite her "unrebutted" testimony that "her late husband did appropriate her identity to apply for and use a credit account" and that she "never knew of the loan application, nor saw any of the monies applied for nor had access to the account into which it was deposited since everything was done online and Defendant did not have a computer nor know how to

use one." While no witnesses were called to "rebut" this testimony, Chase conflicted her own testimony on at least two occasions. She alleges here on appeal that her late husband was the person responsible for using her name to apply for credit with the Plaintiff, however, in her testimony she contradicted herself during direct examination as follows:

> "Q. Do you know who may have applied for the loan?
> A. My husband.
> Q. Your husband applied for the loan?
> A. Yes.
>
> . . .
>
> Q. Did you know he even applied for the loan?
> A. No, I did not.
>
> . . .
>
> Q. And you made the fraud based upon the fact that you thought your husband applied for it?
> A. Correct."[11]

Chase's testimony is not clear as to whether she was aware that her husband fraudulently applied for this loan in her name. Her self-serving testimony at best suggests she did not do it.

Chase also makes a claim that she had no access to the account in which these monies were deposited yet she testified in a contradicting manner to ownership of that account as follows:

> "Q. Okay. Was it a joint account?
>
> A. Yes.
>
> Q. With your husband?

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[11] Notes of Testimony, January 10, 2025 Bench Trial, pp. 41, 46 and 47.

A. Right.

. . .

Q. Did you have any access to that account to your recollection?

A. No.

. . .

Q. The bank account, you said that was a joint account?

A. Yes.

Q. Did you have access to that account?

A. Huh?

Q. Did you have access to that account?

A. Yes.

. . .

Q. And at all times you had access to that account?

A. I had access, yes.

Q. Did you have access to that account in May of 2018?
A. Yes.

Q. Did you have access to that account in November of 2018?

A. Yeah.

Q. And were you legally married to your husband?

A. Yes."

While in her Concise Statement she alleges she did not have access to the account where the monies are withdrawn from, she admitted and contradicted herself in that it was a joint account

which she did have access to and could determine the status of monies coming out of the account to pay Plaintiff.

Conversely, Goldman Sachs presented a witness to testify as to the loan application from Catherine Chase, credit approval being given to Catherine Chase, documentation of payment of the loan from the joint bank account of Chase and her late husband, and a resulting default in payments. As a result, this witness, Julie Welsh testified that Chase owed Goldman Sachs $23,204.28. Welsh also testified that Goldman Sachs received a fraud complaint from Chase and that this claim was thoroughly investigated and that the conclusion was that this claim was rejected.

Thus, one of the court's obligations is to consider and access the testimony of the witnesses along with any other evidence presented and to find where the credible testimony and evidence lies.

> A "[trial] court's findings are especially binding on appeal, where they are based upon the credibility of the witnesses, unless it appears that the court abused its discretion or that the court's findings lack evidentiary support or that the court capriciously disbelieved the evidence." *Infante v. Bank of AM., N.A.*, 130 A.3d 773, 776 (Pa. Super.2015) (quotation omitted), *appeal denied*, 635 Pa. 775, 138 A.3d 5 (2016).

This Court gave great weight and credibility to the testimony of Welsh and not that presented by Chase. Chase's testimony at times was contradicted by herself. Further, Goldman Sachs

conducted its own fraud investigation and found no evidence to support Chase's claim and neither does this Court.

II. GOVERNING LAW/JURISDICTION

Chase next argues that the governing law provision set forth in the installment agreement in paragraph 12, precludes this Court from exercising jurisdiction over this matter.

A "forum selection" provision is a contractual provision which limits the court or locale where litigation can be commenced. (*See Midwest Financial Acceptance Corp.*, 78 A.3d 614 (Pa. Super. 2013), whereas a "governing law" provision is one which determines which state laws would apply to the contract's terms (*See Beemac Trucking, LLC v. CNG Concepts, LLC*, 134 A.3d 1055 (Pa. Super. 2016).

The contract in the case *sub judice* contains a governing law provision. This governing law provision, in pertinent part reads as follows: "Except as provided in Section 12(b)[12] below, this agreement shall be governed by and constrained in accordance with federal law and any applicable laws of the State of Utah without regard to rules concerning conflict of law or choice of law." No where does this governing provision dictate that "venue" must be in some jurisdiction in Utah and not in Carbon County,

[12] Section 12(b) deals specifically with residence of the State of New York and its application has no bearing on the case *sub judice*.

Pennsylvania; it only states that the applicable laws of the State of Utah apply.[13]

Thus, this Court believes that pursuant to the applicable rules of civil procedure, a court of Carbon County, Pennsylvania may exercise both venue and subject matter jurisdiction absent a forum selection provision in the contract at issue.

III. ARBITRATION CLAUSE

Lastly, Chase argues that Goldman Sachs "violated its own agreement and failed to comply with a mandatory condition precedent to the pursuit of its claim against Defendant." First, this Court is hard pressed to see how it erred if this is accurate and secondly, this Court does not see how this is fatal to Goldman Sachs bringing this action directly in the Court of Common Pleas of Carbon County.

In paragraph 18 of the contract, it states that "you [the debtor] or we [the creditor] may elect to resolve this claim by individual binding arbitration (emphasis ours). Further on in the subparagraph, it states that "IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM." The language of this arbitration clause is permissive, not mandatory. Either party can select to go to binding arbitration. Further, if either

[13] Since Chase has not alleged some error on the Court's part in enforcing the governing law provision *vis-à-vis* our application of Utah law, we dispense with any discussion related thereto.

party elects to got to binding arbitration, it is the alternative to commencing litigation in court, not a mandatory precedent.

This Court discerns no error on our part here, nor do we find that binding arbitration was obligated as a mandatory condition precedent to pursuing this claim in court.

CONCLUSION

For the reasons stated herein, this Court humbly requests that the Appellate Court deny the appeal and allow the verdict in favor of Goldman Sachs and against Catherine Chase to stand.

BY THE COURT:

Joseph J. Matika, J.